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4/20/66

Tishman Realty & Constr[illegible]
666 Fifth Avenue
New York, New York [illegible]

Gentlemen:

1. The P[illegible] (hereinafter referred to as the "P[illegible]") [illegible] retain Tishman Realty & Construc[illegible] Co., Inc. (hereinafter called the "Consultant") to [illegible] professional services in connection with the [illegible] of the [illegible] Trade Center including [illegible] new [illegible], products and ideas. The [illegible] shall furnish its best efforts in all [illegible]

2. The C[illegible] perform for the Port Authority a) the [illegible] and defined in Section IV (entitled [illegible] Services) of its Proposal submitted [illegible], 1965, with the exception of the [illegible] Memorandum, [illegible] Section IV is set [illegible] attached to and form part of this [illegible] b) [illegible] and [illegible] of a critique [illegible] for [illegible] in connection with [illegible] regard to i) [illegible]bility of design, ii) [illegible] and cost, and iii) [illegible] and maintenance thereof.

3. The Consultant's services shall be performed [illegible] expeditiously as [illegible] the essence for performance of all the Consultant's obligations under this Agreement.

4. The Port Authority shall pay and the Consultant shall accept as full [illegible] for the performance of all the Consultant's obligations under this Agreement the following amounts:

a. A [illegible] per month for the duration of this [illegible], commencing February 15,

PA LAW DEPARTMENT
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Tishman Realty & Con[illegible] [illegible]

1965 and payable [illegible] paragraph 5 of this Agreement. [illegible] hereinafter called the Basic Fee.

b. [illegible] actual "out-[illegible] salaries paid by [illegible] amounts for [illegible] incurred by the Consultant [illegible] travel outside [illegible] to the extent [illegible] of services hereunder [illegible] stantiation all [illegible] reimbursements [illegible] satisfactory to [illegible]

c. [illegible] necessarily paid [illegible] sultant retained [illegible] approved by the Director which may be [illegible] connection with [illegible] required by this [illegible]

[illegible] shall be rebated by the Consultant [illegible] upon written prior approval of the Director, all terms of the agreement [illegible] sub-consultants shall be subject to the prior written prior approval of the Director and shall be for the direct benefit of the [illegible].

Any [illegible] shall be deemed the agent of the Consultant [illegible] approval by the Director of a sub-consultant shall not release the Consultant from any of its obligations under this Agreement. The Director hereby shall in no case be considered a party to the agreement with any sub-consultant or be liable thereunder in any way.

5. On or about the first day of each month and after receipt from the Consultant of such information as the Director (as hereinafter defined) [illegible] pertain, the Director will estimate

and certify to the Port Authority the approximate amount of "out-of-pocket" expenditures and sub-consultant fees paid by the Consultant during the preceding month. As an aid to the Consultant and in order to facilitate his services, the Port Authority shall within fifteen (15) days after receipt of such certificate advance to the Consultant by check the sum so certified, plus the amount owing the Consultant on account of the Basic Fee as of the fifteenth (15th) day of the previous month.

No certification or payment shall at any time preclude the Port Authority from showing that such certification or payment was incorrect or from recovering any money paid in excess of that lawfully due.

6. As used in this Agreement, the term "Director" shall mean the Director or the Deputy Director of the World Trade Department of the Port Authority or the successor in duties of either.

7. In performing its obligations under this Agreement the Consultant agrees to make available to the Port Authority a) the unrestricted utilization and advice of all of the Consultant's officers and department heads, including the presence of Mr. John Tishman, personally, whenever requested, at negotiations between the Port Authority and any contractors or subcontractors, unless someone else is approved in writing by the Director; b) the full time services of James R. Endler, the designated Project Executive of the Consultant, unless someone else is approved in writing by the Director; c) the services of the Consultant's construction and research departments as required; d) the advisory services of the Consultant's real estate, operating and maintenance departments; and e) administrative, accounting and engineering functions by any and all personnel of the Consultant's organization necessary or desirable for the services provided for in this Agreement.

8. The Consultant shall cause his sub-consultants, if any, to keep daily records of the time spent in the performance of services hereunder by all persons involved in the performance of such services.

The Port Authority shall have the right to inspect the Consultant's records pertaining to any compensation to be paid hereunder on the basis of reimbursement for costs incurred

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at a mutually agreeable time or not later than seven (7) calendar days after such request is made in writing to the Consultant by the Port Authority and the Consultant shall obtain for the Port Authority the same right with respect to the records of sub-consultants.

9. This Agreement [illegible] upon the Consultant's special qualifications [illegible] herein contemplated, any assignment or other transfer of this agreement or of any part hereof or of any monies due or to become due hereunder without the express consent in writing of the Port Authority, shall be void and of no [illegible] to the Port Authority.

10. The Port [illegible] shall not be responsible for the interpretation of a[illegible] to the Consultant and the Consultant shall be [illegible] for evaluating any interpretations of such data [illegible] by the Port Authority and for making any additional [illegible] thereof. The Consultant shall in no event, however, be responsible for the accuracy of any such data furnished by the Port Authority to the Consultant.

11. The Consultant shall promptly and fully inform the Port Authority in writing of any [illegible] or disputes, whether existing or potential, of which it has knowledge, relating to any idea, design, method, materials, equipment or other matter involved in the designs or coming to its attention in connection with The World Trade Center.

12. The Consultant shall not issue, or permit to be issued, any releases, advertisements, or literature of any kind which refer to The World Trade Center or the services performed in connection with this Agreement unless it first obtains the written approval of the Director. Such approval may be withheld if for any reason the Director believes that the publication of such information would be harmful to the public interest or in any way undesirable.

13. All schedules, plans, drawings, specifications, designs, models, tracings, reports, records, data, charts, documents, renderings, concepts, or other papers of any type whatsoever, whether in the form of writing, figures or delineations which are prepared by the Consultant in connection with this Agreement shall become the property of the Port Authority

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Tishman Realty & C[illegible] Co., Inc. April 29, 1966

and the Port Authority [illegible] right to use or permit the use of them and any [illegible] represented by them for any purpose and at [illegible] other compensation than that specifically [illegible].

14. All [illegible] whatsoever which is in any way connected [illegible] in connection with this Agreement, [illegible] communication, which has been or may be [illegible] the Consultant at any time, either prior or subsequent to the signing of this Agreement, by the Port Authority, its Commissioners, officers, agents or employees, is not given in subordinate and may be used or disclosed by or in behalf of the Port Authority without liability of any kind.

15. The Port Authority makes no representation that the Consultant will be [illegible] Contractor for all or any part of the construction of [illegible] Center.

16. The Consultant [illegible] attend conferences and consult personally with [illegible] and any prospective contractors at such time [illegible] places as the Port Authority may designate [illegible] any information pertaining to the design, construction [illegible] of The World Trade Center. Said consultations and conferences may continue until all services hereunder have been satisfactorily completed or terminated as provided in paragraphs 18 and 21 of this Agreement.

17. Under no circumstances shall the Consultant communicate in any way with any contractor (except as provided in paragraph 16 of this Agreement), board, agency, commission or other organization whether governmental or private (including any utility company) in connection with the services to be performed hereunder except upon [illegible] approval and instruction by the Director, provided, however, that data from manufacturers and suppliers of materials shall be obtained by the Consultant when and as it finds such data necessary, unless otherwise instructed by the Director. Except in those cases in which it is otherwise expressly permitted by the Director, the Consultant shall secure from each third party with whom the Consultant communicates in connection with his services an Agreement in the form attached hereto as Appendix II or any revision thereof as directed and approved in writing by the Director. Duplicate executed copies of each such Agreement shall be delivered by the Consultant to the Port Authority forthwith upon execution of the same.

18. The Port Authority may at any time and with or without cause terminate this Agreement as to any services not yet rendered. The Consultant shall have no right of termination as to services under this Agreement without just cause. Termination by either party shall be by certified mail addressed to the other at its address hereinbefore set forth. Should this Agreement be terminated by either party as above provided, the Consultant shall receive no compensation for any services not performed, but the Port Authority shall pay, as the full compensation to which the Consultant shall be entitled in connection with this Agreement (if termination is not for the fault of the Consultant) amounts computed under paragraph 4 above for services completed satisfactorily through the date of termination. If this Agreement is terminated on a date other than the beginning of a month the Consultant shall receive its proportionate share, computed to the date of termination, of the Basic Fee for that month.

19. Any services performed for the benefit of the Port Authority by the Consultant at any time, if expressly and duly authorized by the Port Authority, shall be deemed to be rendered under and subject to this Agreement (unless reference to another express written duly executed agreement), and no rights or obligations shall arise out of such services except as may be provided for under this Agreement.

20. The entire agreement between the parties is contained herein and no change in or modification, termination or discharge of this Agreement in any form whatsoever shall be valid or enforceable unless it is in writing and signed by the party to be charged thereunder or its duly authorized representative, provided, however, that termination in the manner hereinbefore expressly provided in paragraph 18 shall be effective as so provided.

21. This Agreement shall be effective as of February 17, 1966 and through June 15, 1967.

Tishman Realty & Construction Co., Inc. April 20, 1966

If the foregoing meets with your approval, please indicate your acceptance by signing the enclosed copy of this letter in the lower left-hand corner and returning it to us, addressed to the attention of Mr. Guy F. Tozzoli, Director of the World Trade Department.

Very truly yours,

PORT OF NEW YORK AUTHORITY

By _____
Deputy Executive Director

ACCEPTED:

TISHMAN REALTY & CONSTRUCTION CO., INC.

By _____

Date _____

ATTEST:

_____
Secretary

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SECTION IV

CONSULTANT/CONTRACTOR SERVICES

IN COMPLIANCE WITH THE REQUEST OF THE SPONSOR, TISHMAN REALTY & CONSTRUCTION CO., INC. HAS REVIEWED SECTION III OF THE OUTLINE REQUIREMENTS FOR CONSULTANT/CONTRACTOR PREPARED BY THE SPONSOR AND HAS FORMULATED APPROACHES TO THE ENUMERATED CRITERIA. OUR INDICATED APPROACH TO EACH PHASE OF WORK IS OUTLINED IN THE FOLLOWING REPORT AND REFLECTS OUR EXPERIENCE AS CONSULTANT/CONTRACTORS ON OTHER PROJECTS, AS WELL AS OUR EXPERIENCE AS OWNER/BUILDER. WE HAVE ATTEMPTED TO ORIENT OUR ANALYSIS TO THE PROBLEMS PECULIAR TO THIS PROJECT, AS WELL AS TO ANTICIPATE AND PROPOSE PROGRAMS FOR PROBLEMS NOT LISTED BY THE SPONSOR. EACH OF THE APPLICABLE PRINCIPALS, DEPARTMENT HEADS AND THEIR STAFFS, HAS REVIEWED THE PORTIONS OF THE OUTLINE PERTAINING TO HIS PARTICULAR AREAS OF RESPONSIBILITY. THEIR OPINIONS AND CONCLUSIONS REGARDING THESE AREAS WERE COORDINATED THROUGH THE PROJECT EXECUTIVE FOR EVALUATION AND INCLUSION IN THIS REPORT. THE APPROACHES DEVELOPED ARE FLEXIBLE TO MEET CHANGING CONDITIONS, NEW JOB PROBLEMS AND UNFORESEEN REQUIREMENTS AS THEY MAY OCCUR. THE FOLLOWING REPORT REPRESENTS OUR UNDERSTANDING OF OUR RESPONSIBILITIES IF SELECTED AS CONSULTANT/CONTRACTOR ON THIS PROJECT.

I. DESIGN REVIEW AND COST CONSIDERATIONS

A. DESIGN REVIEW

WE WILL REVIEW WITH THE SPONSOR THE MAJOR CONSTRUCTION TRADES, SPECIAL ITEMS REQUIRING LONG FABRICATION LEAD TIMES, MATERIALS HANDLING AND LOGISTICS, AND SCHEDULING CONSIDERATIONS TO ESTABLISH THE FOLLOWING:

1. COMPLETENESS OF PLAN INFORMATION FOR BIDDER'S PURPOSES AND FEASIBILITY OF PERFORMANCE.
2. BID AND BID REVIEW PERIODS AS WELL AS CONTRACT AWARD DEADLINES.
3. LEAD TIME REQUIRED FOR DETAILING, FABRICATION AND DELIVERY.
4. COORDINATION OF WORK WITH OTHER TRADES.
5. DELIVERY, STORAGE, HOISTING AND INSTALLATION PROGRAMS.

WITHIN EACH DEPARTMENT, OUR APPROPRIATE STAFF MEMBERS WILL REVIEW SPECIFIC ITEMS FOR COST, ECONOMIES EXERCISED IN SIMILAR WORK ON PREVIOUS PROJECTS, MATERIALS HANDLING PROCEDURES ON SIMILAR PROJECTS (SUCH AS THE JOHN HANCOCK PROJECT), COORDINATION OF WORK WITH THE SPONSOR'S PROPOSED SCHEDULE, AND COMPLETENESS OF SPECIFICATIONS, PLANS AND DETAILS.